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**DECISION**



*C. Prybylko*  
*Proc. II*  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548**

**FILE: B-187824**

**DATE: February 28, 1977**

**MATTER OF: Raye Limited, Inc.**

**DIGEST:**

Prior decision, holding that Government is entitled to prompt payment discount where payment is effected on next business day following Sunday on which discount period ended, is affirmed.

Raye Limited, Inc. (Raye) has requested reconsideration of our decision B-187824, December 15, 1976, 56 Comp. Gen. \_\_\_, in which we affirmed our Claims Division's disallowance of that firm's claim for \$1,721.78, representing a prompt payment discount alleged to have been erroneously taken in connection with Department of the Army contract No. DAKP48-75-W-3077-1.

The contract included the discount term "20%-10 days." It was agreed that under the contract the discount period was to be computed from the date of delivery, August 14, 1975, and that payment was effected on August 25, 1975. Raye originally contended that August 14, 1975, must count as the first day of the discount period and that in order for the Government to properly take the discount, payment should have been made by August 23, 1975.

In our prior decision we concluded that in computing the discount period, the agency properly did not count the August 14, 1975 delivery date. In arriving at this conclusion, we cited Sheets v. Selden's Lessee, 69 U.S. 177 (1864), for the general rule that when an act is to be performed from a day named, it is proper "to exclude the day thus designated and to include the last day of the specified period." The discount period, properly computed, ended on August 24, 1975. Since that date was a Sunday, we concluded, in accordance with prior decisions of this Office (20 Comp. Gen. 310 (1940); B-108143, February 29, 1952), that payment effected on the following day constituted compliance with the discount terms.

B-187824

Raye now argues that it cannot be proper to exclude both the day on which delivery is made and the last day of the period, and that the decisions upon which we relied in excluding the Sunday date are out-dated and not in accord with current business practices. Raye has not, however, referred us to any more modern legal precedent or otherwise demonstrated that under "current business practices" the Sunday date should have been considered the final date on which the discount could have been earned.

Our review of the current state of the law does not support Raye's contention. For example, it is stated in one recent volume:

"\* \* \* it is now generally held that when an act is to be performed within a given number of days, and the last day falls on Sunday, the person charged with the performance of the act has the following day in which to comply with his obligation. Hence, when the day for performance of a contract falls on Sunday, performance on the following Monday is in time." 74 Am. Jur. 2d Time § 17 (1974).

The viability of that general rule was affirmed in the very recent case of J. Aron & Company, Inc. v. Jacob, 527 F.2d 416 (5th Cir. 1976). Furthermore, we note that this general rule is also the law of Raye's home state. See 3 Mo. Ann. Stat. § 1.040 (Vernon 1969).

Accordingly, we are aware of no basis for modifying our previous decision, which is hereby affirmed.

*147k.17m.*  
Acting Comptroller General  
of the United States